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ATHLETIC TOUR AGREEMENT

THIS ATHLETIC TOUR AGREEMENT (the "Agreement") is effective as of 11th day of March 2019 ("the Effective Date"), and is between the Board of Regents of the University of Michigan (the "University") and Anthony Travel ("AT").

WHEREAS, University desires to send its **TEAM** and certain other employees, personnel and associated guests (collectively, the "Traveling Group") on an International Tour, and as further described herein (the "TOUR"); and

WHEREAS, AT desires to arrange for, and otherwise provide services to the University related to the TOUR, for the Traveling Group.

NOW THEREFORE, In consideration of the mutual promises contained herein, the Parties, intending to be legally bound, hereby agree as follows:

1. AT Responsibilities

- a. The TOUR will consist of 9 days of travel | 6 nights of hotel accommodations.
- b. The TOUR shall begin with the departure of the Traveling Group from Detroit Metro Airport (DTW), Detroit, MI on May 2, 2019 (the "Departure Date") and shall conclude with the arrival of the Traveling Group to Detroit Metropolitan Wayne County (DTW), Detroit, MI on May 10, 2019 (the "Return Date").
- c. AT shall arrange for, and provide the Traveling Group, the following:
 - i. Round-trip coach airfare on the following routing:
 1. Detroit (DTW) to Cape Town, South Africa (CPT)
 2. Johannesburg, South Africa (JNB) to Detroit (DTW)
 - ii. One-way coach airfare on the following routing:
 1. Cape Town, South Africa (CPT) to Johannesburg, South Africa (JNB)
 - iii. All ground transportation needed in connection with the TOUR while abroad.
 - iv. Double-occupancy hotel accommodations for the duration of the TOUR.
 - v. Breakfast meals each morning for the duration of the TOUR after first overnight.
 1. Not inclusive of breakfast or other meals on May 10, 2019.
 - vi. Daily lunch and dinner starting on May 4, 2019 and ending with lunch on May 9, 2019.
 1. Dinner is not included on May 9, 2019.
 - vii. Sightseeing tours, excursions, tour guides and associated fees during the TOUR, as indicated on itinerary to be provided to the University no later than thirty (30) days prior to departure.
 - viii. Provide industry standard gratuities to tour manager, bus driver and local tour guides.
 - ix. Bi-Lingual and / or local AT escorts to accompany and serve as a guide to the Traveling Group for the duration of the TOUR.
 - x. Four (4) security personnel to accompany and serve and provide security detail services

to the Traveling Group for the duration of the TOUR.

- xi. Pre-trip site visit for four (4) University staff members inclusive of ground costs. This is exclusive of airfare (domestic and international), which is to be secured by the University.
- d. AT reserves the right to reasonably adjust the departure dates, arrival dates, departure airport and arrival airport based on a preferred flight schedule. Any change of this nature must be communicated to University prior to 180 days before departure.
- e. AT shall deliver to University a technical Itinerary no earlier than thirty (30) days prior to the Departure Date set forth above, for review and formal acknowledgement by University.
- f. AT will use best commercial efforts to inform University about any passport, visa and other such travel requirements. However, it shall be the exclusive responsibility of the Traveling Group and/or University to obtain all necessary travel documents and for complying with the laws of each country from, through, or to which it desires to travel and, unless applicable laws provide otherwise, shall indemnify AT by reason of Traveling Group or University's failure to do so, and AT shall not be liable for any and all costs, damages and expenses in connection with the failure to procure such necessary documentation.
- g. AT, at the request of the University, shall suggest a third-party vendor(s) to discuss options for the independent purchase of travel insurance. AT shall provide any necessary documentation (i.e. proof of travel), upon request, so that University and/or the Traveling Group can secure appropriate coverage for the Traveling Group, including travel/trip insurance, cancel for any reason coverage, and event insurance.

2. University Responsibilities

- a. University shall make payment to AT, for the services contained herein per the terms of Section 3 of this Agreement.
- b. University shall be solely responsible for informing the Traveling Group about any travel requirements including, but not limited to, passport, visa and inoculation requirements.
- c. University shall inform the Traveling Party that travel/trip/event insurance, including, without limitation, cancel for any reason coverage, is not included in the package price in Section 3 of this Agreement and is not otherwise provided in connection with AT's services under this Agreement.
- d. University shall inform each member of the Traveling Group that all incidental expenses incurred by each member during the TOUR are, unless otherwise expressly indicated by AT, his/her sole responsibility.
- e. University shall deliver to AT a complete and legal Manifest (the "Manifest") and rooming list that includes the required information for all members of the Traveling Group, at least 75 days before the Departure Date. University represents and warrants that the Manifest shall accurately describe the passengers and/or equipment, actually contained, in the Manifest as of the date of delivery to AT, and that AT shall be entitled to rely thereon unless and until modified by University without any independent investigation. Without limiting the foregoing, any changes to the Manifest within 75 days of the departure date shall be subject to the airline's and/or vendor's acceptance thereof.

3. Fees and Payments

- a. In consideration of AT Responsibilities scheduled in Section 1 of this Agreement and arranging for, and otherwise providing, services, accommodations for and amenities related to, the TOUR, University shall pay to AT a package price per traveling member as scheduled in this Section.
- b. **Package Price and Room Commitments**
 - i. Based on 150 Full Paid Travelers (as defined below), the Package Prices are as follows:

Package Pricing	
Standard Double Occupancy	\$7,895
Standard Single Occupancy	\$8,270
Upgraded Double Occupancy	\$7,935
Upgraded Single Occupancy	\$8,330
Suite Triple Occupancy	\$8,045
Suite Double Occupancy	\$8,295

1. A "Full Paid Traveler" is defined as a member of the Traveling Group who is booked in a triple occupancy, double occupancy or single occupancy package only per the terms outlined in this Agreement. Any other person (*i.e. family of staff, pro-rated travelers*) who purchases travel package in connection with this TOUR at any price and/or rate that is not the single or double occupancy rate, shall not be considered a Full Paid Traveler for the purposes of this Agreement.
2. Should the minimum number of Full Paid Travelers fall below the requirement noted in this section, at any time, AT reserves the right to adjust the package price listed.
3. The Package Prices listed in this section are not guaranteed until the Agreement is fully executed.
4. The "Total TOUR Cost" shall be the sum of the products of: (i) the quantity of packages for each package type (as listed in the table in 3c); and (ii) the corresponding package price for each package type (as listed in the table in 3b).

c. Package Commitment

- i. The University agrees to utilize the packages referenced in this section in the following pattern:

Package Commitment	
Standard Double Occupancy	62
Standard Single Occupancy	2
Upgraded Double Occupancy	74
Upgraded Single Occupancy	7
Suite Triple Occupancy	3
Suite Double Occupancy	2
<i>Total Number of Packages</i>	<i>150</i>

d. Payment Schedule

- i. University shall pay the costs associated with the Traveling Group's participation in the TOUR pursuant to the schedule outlined in this Section.
- ii. University shall pay to AT any and all charges, expenses, and/or balances owed to AT in connection with the TOUR pursuant to following schedule: (i) a deposit equal to FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) (the "Deposit") shall be do upon execution of this Agreement and, in no case, later than Friday, February 15, 2019; and (ii) a payment equal to the Total TOUR Cost less the Deposit (the "Final TOUR Balance") shall be invoiced and due on or before Thursday, February 28, 2019.
- iii. The Deposit and the Final TOUR Balance shall be paid to AT via Wire or ElectronicACH.

University_____ AT_____

4. Cancellation

- a. The University may cancel this Agreement at any time prior to the Departure Date by providing notice to AT, in writing, within five (5) business days of any such decision to cancel. However, the parties acknowledge that, upon execution of this Agreement, AT shall begin incurring costs and making deposits to various vendors for the TOUR and, in the event that such a cancellation occurs, the parties agree that the University will be responsible for the following cancellation terms:
 - i. **Between the execution of this Agreement and payment of the Final TOUR Balance:**
 1. If the University cancels the TOUR between the execution of this Agreement and payment of the Final TOUR Balance, AT shall be entitled to (i) retain any and all payments received pursuant to this Agreement and (ii) the Final Tour Balance. Such amounts shall be used to cover AT's actual costs incurred or otherwise obligated and/or losses sustained due to such cancellation.
 - ii. **After the Final TOUR Balance has been paid, the TOUR is non-refundable.**
 1. If the University cancels the TOUR after the Final TOUR Balance has been paid, AT shall be entitled to retain all sums received pursuant to this Agreement. Such amounts shall be used to cover AT's actual costs incurred or otherwise obligated and/or losses sustained due to such cancellation.
 - iii. In each of (i) and (ii) immediately above, AT shall make a good faith effort to recover the costs associated with any such cancellations from any third-party service providers including, without limitation, any vendors and/or hotels and reduce the cancellation costs described above where applicable, in AT's sole, reasonable discretion. The parties acknowledge that time is of the essence regarding cancellations.
- b. "Force Majeure Event" means, in relation to either Party, any circumstances beyond the reasonable control of either Party, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).
 - i. Neither Party shall be deemed to be in breach of these terms and conditions or otherwise be liable to the other Party, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure Event, including for international travel as defined by the United States State Department Travel Warnings [<http://travel.state.gov/content/passports/english/alertswarnings.html>] and for domestic travel as defined by the National Terrorism Advisory System [<http://www.dhs.gov/national-terrorism-advisory-system#>] and further as defined by travel insurance and Event Insurance coverage of events.
 - ii. If the University, AT, and/or any of AT's travel suppliers, are affected by Force Majeure Event, the affected Party shall promptly notify the other Party in writing, specifying the Force Majeure Event, and propose a mutually beneficial resolution in light of such event, and insurance coverage. Resolution may include, without limitation, options to vary or cancel any itinerary or arrangement in relation to the trip. Notwithstanding anything to the contrary contained herein, payment of any refund by AT to the University as a result of the non-performance of any obligations hereunder shall remain in its sole and reasonable discretion, although AT shall use its reasonable efforts to reimburse the University to the greatest extent possible. However, AT shall be entitled to deduct from

any refund the reasonable, actual, and potential costs to AT resulting from the Force Majeure Event and applicable cancellation fees. The purchase of Travel Insurance, including "Cancel for Any Reason" coverage, and Event insurance is always recommended.

- iii. Regarding civil unrest, once each party has investigated the prevailing situation, as it deems fit, if the University has not purchased Cancel for Any Reason insurance coverage or Event insurance with appropriate coverage, the University may in such circumstances cancel the trip subject to AT's and each supplier's terms and conditions.

5. Fans, Donors & Ancillary Travelers

AT acknowledges that University may require their invited guests on the TOUR (e.g. associated guests) to pay AT directly for their cost(s) of the TOUR and AT agrees that all such amounts received by AT will be directly credited to the Total TOUR Cost. AT shall, after the TOUR, refund to the University an amount equal to such credit(s). In the event that the University decides to cancel the TOUR, the University acknowledges and agrees that AT shall refund the invited guests and shall otherwise retain any payments made by the University pursuant to Section 4 above. The invited guest would no longer be held liable under AT's reservation cancellation policies so long as the invited guest has confirmed their travel arrangements for the TOUR through AT.

6. Representations and Warranties

- a. Each Party represents and warrants that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each Party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- b. Each Party represents and warrants that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.
- c. Performance Standard:
 - i. Tour Operator agrees to perform the services described in this Agreement with the standard of care and skill of an expert regularly rendering the Services of the type required by this Agreement. Services will also conform to applicable federal, state and local laws.
 - ii. All accommodations shall be safe and clean and shall comply with applicable laws and regulations. In the event any accommodation is not reasonably acceptable to the University, Tour Operator will use its best reasonable efforts to find alternative accommodations given the circumstances, including timing and cost.
- d. Freedom of Information Act: Nothing in this agreement shall in anyway limit the University to comply with any laws or legal process concerning disclosures requested by public bodies.
 - i. University understands that Tour Operator considers that information in sections 1-3 is proprietary. Tour Operator understands that University's determination of what disclosures are necessary to comply with applicable laws is solely within University's judgment.

7. Indemnification and Insurance

- a. University agrees to indemnify and hold harmless AT and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "AT Indemnified Parties") from and against any and all claims, suits, judgments, losses and expenses of any nature whatsoever

(including attorneys' fees) (collectively "Losses") suffered or incurred by AT Indemnified Parties to the extent caused by, related to or in connection with (i) University's breach of this Agreement, including, without limitation, any of University's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of University and/or University's officers, directors, principals, employees, guests and/or any other entity or personnel that is, was or should have been under University's control or supervision.

- b. AT agrees to indemnify and hold harmless University and its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, principals, employees, agents and representatives (all such entities and persons, collectively, the "University Indemnified Parties") from and against any and all Losses suffered or incurred by the University Indemnified Parties to the extent caused by, related to or in connection with (i) AT's breach of this Agreement, including, without limitation, any of AT's representations and warranties herein; (ii) the actions or omissions, including, without limitation, the negligence or intentional misconduct, of AT and/or AT's officers, directors, principals, employees and/or any other entity or personnel that is, was or should have been under AT's control or supervision.
- c. Without in any way limiting the parties' respective indemnification obligations hereunder, the University and AT shall each maintain adequate commercial general liability and workers compensation insurance at their own expense protecting the parties from claims resulting from the performance under this Agreement. Each party shall name the other as additional insured on such policies. It is recommended that all members of the Traveling Group secure optional travel insurance for the TOUR, this insurance is completely optional and at the financial responsibility of the individual member. Additionally, it is recommended that University and/or the members of the Traveling Group look into purchasing "Cancel for Any Reason" travel insurance; AT does not offer, nor does AT's obligations hereunder include, any such coverage. AT's minimum insurance coverages shall include (All are US Dollars):
 - i. Commercial General Liability insurance, including contractual products and completed operations insurance (\$1million per occurrence/\$3million annual aggregate).
 - ii. Professional Liability/Errors and Omissions insurance with limits not less than \$1million per occurrence and \$3million annual aggregate if the activity is deemed professional in nature or performed by someone with a professional designation and is excluded from the Commercial General Liability insurance.
 - iii. Automobile Liability insurance for owned, non-owned and hired vehicles, minimum limit \$1million each accident.
 - iv. Statutory Worker's Compensation in accordance with governing law (or qualify as a self-insurer), and \$500,000 per accident of Employer's Liability insurance.
 - v. The Regents of the University of Michigan will be named as an additional insured on all required coverages. The certificate(s) of insurance must provide at least thirty (30) days notice of cancellation.
 - vi. AT shall make good faith efforts to ensure that all subcontractors – including but not limited to hotels and bus companies – have the necessary, reasonable and customary insurance coverages in place for the Tour. AT and subcontractors must meet or exceed all compulsory insurance requirements as required by corresponding governments.

8. Confidentiality, Non-Disclosure, Non-Disparagement

- a. To the extent authorized by law, the Parties may wish, from time to time, in connection with the services contemplated hereunder, to disclose confidential and/or proprietary information to each

other ("Confidential Information"). Confidential Information means all knowledge, information and materials, whether of a creative, technical or financial nature or otherwise relating to the business or affairs of the Parties (including without limitation any subsidiary or affiliated entity thereof), including all documentation, creative, operational, marketing and development plans, copyrights, ideas, business plans, financial information, customer lists, memoranda, notes, analyses, compilations, studies and other materials to the extent identified by the disclosing Party at the time of disclosure. Each Party will use best efforts to prevent the disclosure of any of the other Party's Confidential Information to any third-parties not intended to receive, or otherwise approved, in writing, to receive, such Confidential Information; provided, however, that the receiving Party's obligation shall not apply to information that: (i) is already in the receiving Party's lawful possession at the time of disclosure thereof; (ii) is or later becomes part of the public domain, through no fault of the receiving Party; (iii) is received from a third-party having no obligations of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required by law or regulation to be disclosed. Notwithstanding the foregoing, AT shall keep strictly confidential the identities of any member of the Traveling Group, including without limitation any students.

9. General Considerations

- a. All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing and sent as follows:

If the University, to: University of Michigan – Football
Department of Athletics
Attn: Doug Gnodtke | Executive Athletic Director, Chief of Staff
1000 South State Street
Ann Arbor, MI 48109-2201

If AT, to: Anthony Travel, LLC.
P.O. Box 1086
Notre Dame, IN 46556
Attn: Thomas Bacsik | Event Manager

and

On Location Experiences, LLC
805 Third Avenue, 31st Floor
New York, NY 10022
Attn: Brian McEntee | General Counsel

- b. The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever.
- c. This Agreement contains the entire agreement between the Parties and supersedes any other prior understandings, written or oral, between the Parties with respect to the subject matter contained herein. The Parties acknowledge and agree that, in entering in to the agreement, they have not in any way relied upon any oral or written agreements, understandings,

representations or warranties, express or implied, not specifically set forth in this agreement. No variations, modifications, or changes to this Agreement are binding on any Party to the Agreement unless set forth in a document duly executed by or on behalf of such Parties. To the extent there is a conflict between this Agreement and another executed document between the Parties related to the subject matter contained herein (whether such other document is executed before or after this Agreement), the terms of this Agreement control except to the extent that the other document specifically identifies a section of this Agreement and states that it is amending that particular section.

- d. University understands and acknowledges that through the provision of its TOUR services, AT is not directly providing, without limitation, any transportation services, lodging, and or other hospitality services; as such, AT shall not be liable for any and all injuries, including, without limitation, death, liabilities, claims, costs, damages, expenses, fines, and/or penalties resulting from, without limitation, any such transportation, lodging, and or other hospitality services provided by other third parties, except to the extent University's receipt of such services is due to the negligent acts or omissions of AT, its employees, agents or representatives.

10. Expiration of Financial Terms

- a. The financial terms and payment schedule outlined in Section 3 of this Agreement are guaranteed based on an execution of this Agreement by February 15, 2019 and a Deposit made pursuant to the terms of this Agreement. After February 15, 2019, AT will make every effort to secure the best rates available for the accommodations requested but does not guarantee that they will be equal to the costs listed in Section 3 of this Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

THE REGENTS OF THE UNIVERSITY OF MICHIGAN
A MICHIGAN CONSTITUTIONAL CORPORATION

Regents of the University of Michigan
(For its Department of Athletics)

By:



Name:

Todd Coon
Procurement Supervisor

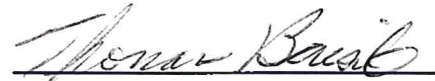
Title:

Date:

3/11/19

Anthony Travel, LLC.

By:



Name:

Thomas Bacsik

Title:

Event Manager

Date:

3/12/19